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Doc# 1836249083 Fee \$32.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 12/28/2018 10:40 AM PG: 1 OF 3

AMENDED SUBCONTRACTOR'S NOTICE AND CLAIM FOR MECHANIC'S LIEN

State of Illinois) County of Cook) SS.

PETER FLOORING, INC.,)
CLAIMANT,)
V.)
1112 S. CLINTON LLC, FOREST PARK NATIONAL BANK &)
TRUST CO., MAHER DEVELOPMENT INC.,)
MARK MEAGHER, UNKNOWN OWNERS)
AND NON-RECORD CLAIMANTS, DEFENDANTS.)

The Claimant **PETER FLOORING, INC.**, an Illinois corporation, of 4100 N. Plainfield, Chicago, Cook County, Illinois 60634, by and through its duly-authorized agent PETER GASINSKI hereby files this Amended Subcontractor's Notice and Claim for Mechanic's Lien against the owner of record 1112 S. Clinton LLC, an Illinois Limited Liability Company att: Mark Meagher, LLC Manager, 1171 S. Grove, Oak Park, IL 60304; against Maher Development Inc., the General Contractor, att: Mark Meagher Registered Agent, 1171 S. Grove, Oak Park, IL 60304; against Mark Meagher, 805 Lake Street #368, Oak Park, IL 60301 who supervised and approved all work: against Forest Park National Bank & Trust Co., 7348 W. Madison Street, Forest Park, IL 60130, the Lender of the Owner of Record, relating to various construction improvements in the form of labor and installation at the below-listed real estate pursuant to the invoice attached hereto as Exhibit "A" and incorporated by reference herein - and against Unknown Owners and Non-Record Claimants and any other persons having or claiming an interest in the below-described improved real estate who or which may have an interest in the real estate at issue if any and states and alleges and confirms as follows:

That on and after May 1, 2018 1112 S. Clinton LLC has been the legal Owner of the following-described land and improvements thereto, to-wit: **PIN# :16-18-320-005-0000; Common Address: 1112 S. Clinton Avenue, Oak Park, IL 60304; Legal Description: The North 37 ½ feet of Lot 4 in Block 6 in Subdivision of Blocks 1 to 8 in Walter S. Dray's Addition to Oak Park, a subdivision of Lots 5 to 7 of McGrew's subdivision of part of lot 7 in B.F. Jervis Subdivision in Section 18, Township 33 North, Range 13 (except the West ½ of the Southwest ¼) Lying East of the Third Principal Meridian, in Cook County, Illinois.**

That on or about September 12 2018, Peter Flooring Inc. contracted with the General Contractor identified hereinabove for various construction services, labor and materials for improvements relating to this real estate- and this General Contractor through its agent Mark Meagher entered into written agreements with the Claimant for the provision of various construction services, and labor and installation of materials for the improvement of the above-referenced real estate, which construction services, materials and labor and services were accepted and taken by said Owner and that after the entry of this agreement all such work agreed upon which could have been performed was actually performed by Claimant relating to the above real estate at issue herein by said Claimant and which services were provided and materials were installed into the above-listed improved real estate through the labor of the Claimant and greatly improved said real estate - and that Claimant and has received no payment for any of the work performed, which is listed in Exhibit "A" attached hereto and incorporated

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by reference herein and which consists of items such as subfloor preparation and floor installation and sanding and staining as per the agreement.

That the amount agreed upon by the Claimant and the Owner for said construction services, material installation and ~~and~~ labor which were all performed in a professional and workmanlike manner for the great benefit of the Owner - and that Claimant completed any and all work requested and required on this real estate on or about October 12, 2018 with the exception of the last coat of ~~floor~~ ^{finish} which he was stopped from performing - and that the Owner of Record as of ~~March~~ ^{May} 10, 2018 has failed to pay any monies toward the entire balance of Exhibit "A" which remains due and owing for work performed and materials installed by Claimant at the specific request of the Owner, even after formal request was made for payment - and that as of this date there is now due and owing to Claimant on account hereof and pursuant to Exhibit "A" - after provision of all credits due in the amount of zero dollars and zero cents the sum total balance of **twenty-three thousand three hundred forty-seven US Dollars (\$23,347)**, along which with ten percent statutory interest, and any other allowable contractual costs and fees per the relevant contracts the Claimant claims a lien on said land and improvements.

Take notice: Any acceptance of payment by Claimant of part, but not all, of the amount claimed due hereunder shall not operate to invalidate this Notice. To the extent permitted by law, any all waivers of lien heretofore given by Claimant, if any, in order to induce payment by Claimant of any part but not all of the amount claimed due hereunder shall not operate to invalidate the validity of this Notice.

NOTICE TO OWNER: AS YOU KNOW, THE SUBCONTRACTOR PROVIDING THIS NOTICE HAS PERFORMED WORK FOR AND DELIVERED MATERIAL TO A CONTRACTOR WHICH HAD AN AGREEMENT WITH THE PREVIOUS OWNER - AND THESE SERVICES OR MATERIALS HAVE BEEN USED IN THE IMPROVEMENTS TO YOUR PROPERTY AND ENTITLE THE SUBCONTRACTOR TO FILE A LIEN AGAINST YOUR PROPERTY IF THE SERVICES AND/OR MATERIALS ARE NOT PAID FOR BY THAT CONTRACTOR. A LIEN WAIVER WILL BE PROVIDED TO THAT CONTRACTOR OR TITLE COMPANY FROM YOUR CLOSING WHEN THE SUBCONTRACTOR IS PAID, AND YOU ARE URGED TO REQUEST THIS WAIVER FROM THIS CONTRACTOR OR TITLE INSURANCE COMPANY WHEN PAYING FOR YOUR PROPERTY IMPROVEMENTS. THE LAW REQUIRES THAT THE GENERAL CONTRACTOR SHALL SUBMIT A SWORN STATEMENT OF ALL PERSONS LEGAL AND NATURAL FURNISHING LABOR, SERVICES, MATERIAL, FIXTURES, APPARATUS OR MACHINERY BEFORE ANY PAYMENTS ARE REQUIRED TO BE MADE TO THE GENERAL CONTRACTOR. DO NOT PAY THE PREVIOUS OWNER'S GENERAL CONTRACTOR FOR THIS WORK AND/OR MATERIALS DELIVERED UNLESS YOU HAVE RECEIVED FROM SAID CONTRACTOR OR YOUR TITLE COMPANY AT CLOSING A FINAL WAIVER OF LIEN OR OTHER SATISFACTORY EVIDENCE OF PAYMENT TO THIS SUBCONTRACTOR.

[Signature] PETER FLOORING INC., an Illinois corporation, by ~~PETER~~ ^{PETER} GASINSKI, its President and duly-authorized agent. 12-27-18 Date.

AFFIDAVIT

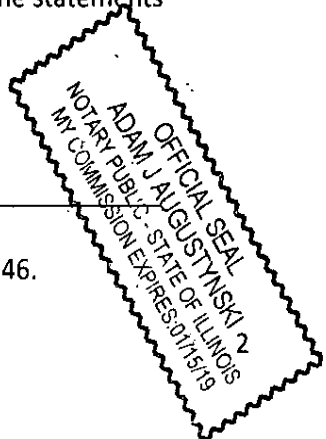
STATE OF ILLINOIS) COUNTY OF COOK) ss.

The affiant ~~PETER~~ ^{PETER} GASINSKI being first duly-sworn upon his oath, deposes and states that he is a duly-authorized agent of the Claimant hereinabove, that he has read the foregoing Amended Subcontractor's Notice and Claim for Mechanic's Lien, knows the contents thereof, and that all of the statements contained therein are true.

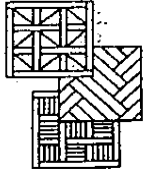
[Signature] ~~PETER~~ ^{PETER} GASINSKI
Subscribed and sworn to before me on this, the 27th day of December 2018
[Signature] Notary Public, State of Illinois.

SEAL: _____

Prepared by at the request of Peter Flooring Inc. and after recording return to:
Adam J. Augustynski, Attorney-at-Law, 5850 W. Bryn Mawr Avenue, Chicago, IL 60646.



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PETER FLOORING, INC

Hardwood Floor Installation & Maintenance Professionals.

4100 N. Plainfield Ave. Chicago, IL 60634 Tel. (773) 481 2244 Fax (773) 481 2255

Visit us at: www.peterflooring.com
 Email: peterflooring@comcast.net

Invoice No. _____

Sheet No. 1

Date: Original Date 10/05/2018
 Reminding Date 11/28/18

Attention: Mr. Mark Meagher

Invoice Submitted To

Work Performed At

Name: Mr. Mark Meagher
 Street: 1172 S Grove St.
 City: Oak Park 60304
 State: Illinois
 Cell: (708) 705-9543

Maher Development, Inc.

Exhibit "A"

Name: NEW CONSTRUCTION
 Street: 1112 S Clinton
 City: Oak Park
 State: Illinois
 Email: mark.design1@gmail.com

WE ACCEPT ALL MAJOR CREDIT CARDS If credit card used to make a payment, convenience fee will apply**

1st FLOOR – Foyer, Living Room, Hall, Powder Room, Kitchen/Dining Room all with Closets

2nd FLOOR – Hallway, 3 Bedrooms all with Closets

New Solid Unfinished Hardwood Floor **WHITE OAK** 3 1/4" x 3/4" Direction Straight

- 1. Cover & Protect openings, cabinets, and more (what needed) - to control & minimize the dust as much as it is possible
- + Prepare Wooden Sub Floor: Test subfloor for moisture + Test for squeaks & Re-screw subfloor as needed to prevent squeaks
- + even out edges & ends of plywood by planing system
- + remove and re-set the existing doors (but the existing doors & door frames + any molding if needed)
- + supply & install MOISTURE BARRIER + FELT PAPER in 1 piece
- + Supply & install **WHITE OAK** (3 1/4" x 3/4") type: **SELECT BETTER, PLAIN** sawn, **SOLID**, unfinished, T&G, SQUARE edges & ends.

STANDARD Random lengths (according to **NWFA**) Direction **STRAIGHT** \$14,847

Removal & Disposal of ALL of the debris..... \$360

2. Supply & install + finish Wooden Vents flush in the wood with damper For size of: 4" x 10" (8 Pieces)..... \$360

STAIRCASE – Between BASEMENT & 3rd FLOOR Finishing Existing Staircase

- 1. Cover & Protect openings, and more (what needed) - to control & minimize the dust as much as it is possible
- + Leveling steps as needed + removal of squeaks + supply & install wood **WHITE OAK**, type **CLEAR**

- All steps with Cove Molding with Wood **WHITE OAK**
- All Risers (90% *handwork*) with Wood **CLEAR PAPER**
- All Stringers (90% *handwork*)

+ Removal & Disposal of ALL of the debris \$7,340

• Oval Wall hand railings with Wall Rail Brackets (90% *handwork*) \$800

TOTAL: \$23,347.00

Paid: \$0.00

+Lien Property Cost: \$869.00

+1st floor back foyer : Supply, install hardwood white oak, and final sanding of the bench: \$480.00

Remaining Balance: \$24,696.00

*** IMPORTANT NOTICE: --- Please Do NOT ignore this reminder !!! ---

Peter Flooring recommends to all of our customers for a small charge, to talk to us about moving heavy furniture, appliances, pianos (etc.) to prevent any damage to the floor.
 PLEASE NOTE: PETER FLOORING, INC. recommends and reminds to always keep the same humidity level ALL YEAR ROUND!! The humidity level should be between 40-45%, to avoid/minimize the problem of, Corrosion and Expanding of the wood.
 When Humidity is below 40% the wood will become too dry and small gaps between the boards will start forming. If the problem would occur, please use "HUMIDIFIER" on every floor in time it'll go back normal
 When the humidity level grows over 45%, the boards will become too wet, and then the boards start to expand, and push the other boards aside. This effect is called CAPPING - (floors look "wevy").
 To avoid this problem, please use the "DEHUMIDIFIER" - it has to be turned on, on every floor. Please remember everything takes time! If the basement will be flooded the humidity will evaporate into the wood
 To control a right humidity level please use a "THERMO HYGROMETER" - on every floor. The THERMO HYGROMETER determines the humidity level and the temperature.
 *** Please keep in mind that wider boards (3", 4", 5", ...) are more likely to expand and contract than standard hardwood, 2"; - any of the EXOTIC WOODS are most likely to expand and contract.
 ** It is very important to keep the right humidity level (40-45%) as well as the temperature (70-72 F) especially if pastel stains were used - white, gray, creamy etc. or very dark colors; antique, coffee, ebony, red mahogany etc.
 The above mentioned stains and similar colors will show more of the natural color of the wood - between the floor boards - when the wood contracts (not enough humidity).
 So Peter Flooring, will not be held responsible for any future problems in regards the humidity being too low.
 DO NOT: use masking tape, or ANY tape on the floor, because the tape might, irritate the floor finish of the wood - (remember sometimes even a light damage may cause to do the wood - job over)
 DO NOT: pull, drag, push any kind of objects on the floor, not even through a rug or a cardboard, ETC! For furniture, that could be moved- DO NOT forget to install correct SAFEGUIDES (felt floor protector)
 DO NOT: cover the hardwood floor with foil, plastic, aluminum, rubber or any other air tight material, because it might cause humidity directly on the floor, which leads to CAPPING.
 DO NOT: Cover the Hardwood Floor with a RUG or other, before 21 days after the test Finish Coat. * For NOBLE colors wait around 35 days- AND please be more careful- remember not to use a lot of water on your floor.
 * When vacuuming the hardwood floor, go over the long grains of the boards, never in the opposite direction than the wood was laid. Also a soft brush should be used, in slow motions - use correct cleaning products
 P. F. will not be responsible for any problems with WEATHER surprises which can possibly cause damage to the hardwood and other. - P. F. can not be held responsible for anything regarding electricity
 * PLEASE NOTE: that PETER FLOORING, INC. will not be responsible for any damages, scratches, gouges, flooding, mud, dust on the floor, spills of water, acid, pet urine, etc.
 Also if the job was postponed for the final coating of the floor finish (or anything else). * FOR ANY EXTRA WORK (fixing and repairs as necessary), WE WILL CHARGE EXTRA FOR MATERIAL AND TIME.
 * Peter Flooring will not be responsible for problems arising with any floors or stairs that were not installed by our company. - P. F. will not be responsible for any missing or chipping paint or for mirrors and any glass.
 * Peter Flooring will not be responsible for all natural changes, such as: variations in color, tone, and grain regardless of wood type, because THE WOOD IS A PRODUCT OF NATURE!!
 * Any remarks must be notified within 72 hours after completion of the job or are not obligated to correct without additional charges - don't forget to talk to us about cleaners good for your Hardwood floor.
 DO NOT store any debris after sanding or other at the house, garage or any closed areas, ALL material is flammable- it must be stored in containers made for storage- outdoor
 All material is guaranteed to be as specified. All of the above work has been performed according to the proposal, also in accordance with the drawings AND Specifications as well as all necessary need for the completion of the above job

*****Above amount MUST be PAID in FULL with the last coat of Floor Finish !!!

If any problem with payment on time arises; contact the office immediately!! \$35.00 fee each time a check is returned unpaid
 Charge of 1 1/2 % (18% annual) will be added per unpaid month, plus costs and attorney fees involved in collection

Respectfully submitted per PETER GASINSKI Customer's Signature _____ Date ____/____/____